

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE: ) Case No. 17-22572-GLT  
          ) )  
CIRCULATORY CENTERS OF ) Chapter 11  
PENNSYLVANIA, INC., ) )  
          Debtor ) )  
          ) Docket No. \_\_\_\_\_  
BALDWIN GARDENS, INC., ) )  
          Movant ) )  
          ) )  
          vs. ) )  
          ) )  
CIRCULATORY CENTERS OF ) )  
PENNSYLVANIA, INC., ) Date and Time of Hearing:  
          Respondent ) January 4, 2018 at 10:30 a.m.

**MOTION TO COMPEL ASSUMPTION OR REJECTION OF UNEXPIRED LEASE**  
**PURSUANT TO 11 U.S.C. § 365(d)(2)**

AND NOW, this 6<sup>th</sup> day of December, 2017, comes Baldwin Gardens, Inc., 2540 Village Common Drive, Erie, PA 16506, by and through its counsel, Knox McLaughlin Gornall & Sennett, P.C., 120 West 10<sup>th</sup> Street, Erie, Pennsylvania 16501, Attention: Guy C. Fustine, Esquire, with this Motion to Compel Assumption or Rejection of Unexpired Lease Pursuant to § 365(d)(2) (the “Motion”), as follows:

1. On August 31, 2015, Baldwin Gardens, Inc. (“Movant”) entered into a seven (7) year lease with the Debtor (“Lease”) for the premises located at 2057 West 8th Street, Erie, Pennsylvania (“Premises”). A copy of the Lease is attached on Exhibit A.
2. On June 23, 2017 (the “Petition Date”), Circulatory Centers of Pennsylvania, Inc. (the “Debtor”) filed a voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code.
3. Since the Petition Date, the Debtor has continued to operate its business at the Premises.
4. As of the date of this filing, the Debtor has not made any of the post-Petition rent payments pursuant to the Lease.

5. The delinquent post-Petition rent payments amount to \$21,053.20, the Debtor having only made one (1) rent payment since the case was filed six (6) months ago.

6. Movant's counsel demanded payment by letters dated October 4, 2017 and November 15, 2017. However, only one (1) payment was made on November 20, 2017 in the amount of \$3,924.31.

7. Section 365(d)(2) of the Bankruptcy Code provides, in relevant part, as follows:

In a case under chapter 9, 11, 12, or 13 of this title, the trustee [or Chapter 11 debtor-in-possession] may assume or reject an executory contract or unexpired lease of residential real property or of personal property of the debtor at any time before the confirmation of a plan but the court, on the request of any party to such contract or lease, may order the trustee [or Chapter 11 debtor-in-possession] to determine within a specified period of time whether to assume or reject such contract or lease.

8. Movant requests that a timeframe be established for the Debtor to assume or reject the Lease pursuant to 11 U.S.C. § 365(d)(2).

WHEREFORE, Baldwin Gardens, Inc. respectfully requests that a time be fixed within which the Debtor shall assume or reject the Lease; and, that Movant have such other and further relief as is proper and just.

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.  
Attorneys for Movant

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